

SUPERINTENDENT CONTRACT

THIS CONTRACT made and entered into this 20th day of June, 2011, *by and between the CARTER COUNTY BOARD OF EDUCATION SCHOOL DISTRICT, hereinafter DISTRICT*, with its principle office located on Carol Malone Boulevard, Grayson, Carter County, Kentucky, and **Ronnie Allen Dotson** of Belfry, Kentucky, hereinafter **SUPERINTENDENT**;

WHEREAS, the **DISTRICT** is desirous of employing a **SUPERINTENDENT** to manage the **DISTRICT** as hereinafter provided; and

WHEREAS, **SUPERINTENDENT** is desirous of performing said services for **DISTRICT**; and

WHEREAS, the parties are desirous of reducing to writing their complete agreement concerning same;

NOW, THEREFORE, WITNESSETH: For and in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. **DISTRICT** hereby agrees to employ **SUPERINTENDENT** for a period of 4 years beginning on July 1, 2011 and ending on June 30, 2015. Pursuant to KRS 160.350 (4), the board, prior to June 30th during each year of this contract, may vote on extending the contract for one (1) year.
2. The **SUPERINTENDENT** agrees to the terms of employment under the following conditions:
 - a. *The annual salary to be paid the SUPERINTENDENT shall be one hundred fifteen thousand (\$115,000) dollars for 2011-2012. Following the 2011-2012 school year, the superintendent shall receive an increase in salary to be negotiated between the parties hereto, but in no event shall the increase be any lower than that awarded to certified employees for each subsequent year of this contract.*
 - b. *The SUPERINTENDENT agrees to perform well and faithfully the duties of SUPERINTENDENT and to serve as chief executive agent of the DISTRICT with the powers and duties as may be prescribed by Kentucky Revised Statutes or lawfully adopted by the DISTRICT from time to time/ Pursuant to KRS 160.350, SUPERINTENDENT shall present (before assuming his duties here under) to the Board of Education a statement signed by the*

*Kentucky Commissioner of Education that he has been duly issued a certificate of administration and supervision which qualifies him to hold the office of **SUPERINTENDENT** to which he has been appointed, and he shall hold such certificate throughout the period of his employment, and shall complete any continuing training as required by law.*

*c. The **DISTRICT** shall annually provide the **SUPERINTENDENT** with a written evaluation based upon a mutually agreed upon evaluation instrument, with periodic opportunities to review and discuss the **SUPERINTENDENT/DISTRICT** relationship and the **SUPERINTENDENT's** personnel records and performance at all reasonable times as set by the **DISTRICT**;*

*d. **SUPERINTENDENT** shall have charge of the administration of the schools under the direction of the **DISTRICT**. He shall be the executive officer of the **DISTRICT**; shall direct and assign all teachers and other employees of schools under his supervision, shall organize and reorganize, as well as reassign and arrange, the administrative and supervisory staff, including instruction and business affairs as will best serve the **DISTRICT** and as required by the laws of the Commonwealth of Kentucky. He shall appoint all personnel; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties incident to the office of **SUPERINTENDENT**, and such other duties as may be prescribed by the **DISTRICT** from time to time. The **DISTRICT** individually and collectively, shall refer all criticisms, complaints and suggestions called to its attention to the **SUPERINTENDENT** for study and recommendation. The **SUPERINTENDENT** shall have the right to attend all Board meetings and all Board and citizen committee meetings; serve as an ex-officio member of all school board committees; and provide administrative recommendations on each item of business considered by each of these groups.*

3. In addition to compensation referred to hereinabove, the **SUPERINTENDENT** shall be entitled to the following:

a. Fifteen (15) days of sick leave per year, which may be accumulated as provided in KRS 161.155;

- b. The **DISTRICT** shall compensate, at the time of retirement or termination the **SUPERINTENDENT** for an amount equal to each day of unused and accumulated sick leave, which compensation shall be based on 30% of the daily rate of the last year's annual salary. Payment for unused and accumulated sick leave shall be made at retirement or termination in one sum, but shall be reported as part of the annual salary to teachers retirement;
- c. All Professional dues to professional organizations shall be paid for by the **DISTRICT**, The **SUPERINTENDENT** shall attend all professional training sessions required by law, and other appropriate meetings and conferences at the local, state, and national levels. The Board shall reimburse the **SUPERINTENDENT** for actual expenses incurred while attending these professional activities. The Board shall also reimburse the **SUPERINTENDENT** for up to five (5) Professional Development activities which will enhance his professional abilities.
- d. All expenses in and out of county reasonably incurred in the performance of his duties as prescribed herein, as well as mileage at whatever rate is then in effect as determined by the regulations of the Carter County Board of Education; or may be provided a vehicle for exclusive use (Business and Personal) approved by the Board with all maintenance and expenses of operating said vehicle to be incurred by the **DISTRICT**;
- e. Medical examination once per year at the cost of the **DISTRICT**;
- f. The Superintendent shall be provided by the board an enhanced family health and dental /vision insurance plan at the expense of the board so long as he is employed
- g. Superintendent shall be provided disability insurance as protection against injury or illness.
- h. Should **SUPERINTENDENT** be absent without leave, then there will be deducted from his salary an amount equal to 1/240th of the **SUPERINTENDENT**'s annual salary per each day of absence;
- i. **DISTRICT** shall provide all legal services required by the **SUPERINTENDENT** including the cost of legal fees, court costs, and other necessary and incidental costs associated therewith and shall otherwise reimburse the **SUPERINTENDENT** for all legal expenses occasioned by the

performance of his duties and shall otherwise defend and hold harmless and indemnify the **SUPERINTENDENT** from any and all demand, claims, suits, actions and legal proceedings brought against the **SUPERINTENDENT** as a result of his performance of his duties hereunder.

j. **SUPERINTENDENT** shall be entitled to full use of cell phone for business and private calls provided the **SUPERINTENDENT** pay any excess monthly charge over and/or above monthly charge or excess minutes.

k. This contract shall insure to the benefit of the parties' executors, assigns, personal representatives, heirs, and devisees. The parties agree that is the entire agreement between the parties and neither party is relying upon any other oral or written statement not otherwise contained herein.

l. **Formal Acceptance:** The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

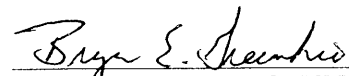
o. If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

(Option of Filing Contract with Minutes) At the discretion of the Superintendent, a copy of this may be filed with the minutes of the meeting at which this agreement was approved.

WITNESS OUR HANDS, this 20th day of June 2011.

CARTER COUNTY BOARD OF EDUCATION:


RANDY STEAGALL, CHAIRMAN


BRYAN GREENHILL, VICE-CHAIRMAN


ROBERT FLAUGHER, MEMBER


DAVID JESSIE, MEMBER


CHRIS PATRICK, MEMBER

Accepted:
SUPERINTENDENT: 
RONNIE DOTSON